

# The State of Ohio Lake County Mentor Township ss

Alfred Davis receiver  
of Medina Mutual fire  
Insurance Company

Against  
Richard S. Hitt

This action comes before me on a transcript and proceedings had before J V Kall Esq a justice of the peace of Willoughby Township, certified and transmitted to me by said Justice Kall, which said transcript is as follows viz -

The State of Ohio Lake County, Willoughby Township ss.

Civil Action

Alfred Davis receiver  
of Medina Mutual fire  
Insurance Company

Against  
Richard S. Hitt

Sum claimed to be due \$15.12 November 5<sup>th</sup> 1855  
Suit brought by Plaintiff against defendant to recover the amount due from defendant on apartment bill, the Plaintiff filed his bill of Particulars, and Summons issued by me and delivered to N Clark

Summons	15	constable for the appearance of defendant on the 10 <sup>th</sup>
filing do	5	day of November 1855 <sup>at 9 o'clock a.m., Nov 10 1855</sup> Summons returned Endorsed
to bill p <sup>rt</sup>	5	"Executed the commands of this writ by giving the
Satisfaction	11	defendant a copy Nov 7 <sup>th</sup> 1855, mileage 10 copy 15
Adjournment	10	Service 15 = 40 "N Clark Constable" Parties appeared and
2 <sup>d</sup> adjournment	10	adjourned by mutual consent until the 10 <sup>th</sup> day of December
3 <sup>d</sup> do	10	1855 at 9 o'clock A.M. - December 10 <sup>th</sup> this suit adjourned
Record	30	until Dec <sup>r</sup> 28 <sup>th</sup> (by the mutual consent of the parties) A.D 1855
Transcript	30	at 9 o'clock A.M. - December 28 <sup>th</sup> 1855 9 o'clock A.M., Parties
Certifying	25	appeared, this suit adjourned until the 29 <sup>th</sup> day of
affidavit	25	December 1855 at 9 o'clock A.M.; December 29 <sup>th</sup> A.D 1855
Filing do	5	9 o'clock A.M., Parties appeared, the defendant demanded
a jury	\$1.80	thereupon it being made to appear satisfactory to me
by the affidavit of Alfred Davis the Plaintiff, that he can not have a		fair and impartial trial in this Township on account of the bias of
the citizens therein - it is ordered that the trial of this action be		changed to the adjoining Township of Mentor in this county - to be tried
by and before Isaac Moore a justice of the Peace therein		
Rec <sup>d</sup> Costs		

J V Kall Justice of Peace



The State of Ohio Lake County Willoughby Township SS

I hereby certify that the within is a true copy from my civil docket of the proceedings had by and before me, in the within cause In testimony whereof I have hereunto set my hand this 29<sup>th</sup> day of December AD 1855

J V Viall

Justice of the peace of the Township and County aforesaid

State of Ohio Lake County Mentor Township SS  
Court Action

Alfred Davis receiver of Medina Mutual fire Insurance Company	Against	Richard T Hitt	Plt cost	certifi	25
Justice fees					
Drawing of Transcript					10
1 <sup>st</sup> adjournment					10
2 <sup>d</sup> do					10
Judgement					25
Satisfaction					10
Record					30
Bail bond					25
					175

The papers procep and a certifica transcript of which the foregoing is a true copy, in said action were delivered and transmitted to me by the said J V Viall a justice of the peace in and for the township of Willoughby in said County of Lake - and for the reasons in said certified transcript contained - And now this 12<sup>th</sup> day of February 1856 the said parties appeared by their attorneys and agreed to enter without farther procep the said action before me: and by consent of Parties adjourned the action for trial to April 3<sup>d</sup> 1856 at 9 o'clock A.M. April 3<sup>d</sup> 1856 by an agreement between the attorneys of the respective parties, adjourned the action for trial to April 12<sup>th</sup> 1856 at 9 o'clock A.M. April 12<sup>th</sup> 1856 9 o'clock A.M. the parties appeared by ~~the~~ <sup>Plaintiff</sup> ~~attorney~~ <sup>the defendant making answer</sup> and ~~agrees to submit this action to the court~~ upon the testimony offered by the plaintiff alone, he the Defendant ~~not offering any evidence~~ <sup>being absent</sup> - Trial had, after hearing the proofs and allegations of the said Plaintiff, it is considered by me that the said Plaintiff recover of the said Defendant the sum \$15.  $\frac{72}{100}$  dollars debt and his costs herein expended Taxed at \$1.  $\frac{50}{100}$  dollars for which judgement is on said 12<sup>th</sup> day of April 1856 rendered in favor of said Plaintiff and against said Defendant

Isaac Moore Justice Peace

Alfred Davis

Against  
Richard T Hitt

Judgement obtained before Isaac Moore a justice of the peace Whereas on the 12<sup>th</sup> day of April AD the said Alfred Davis receiver of the Medina Mutual fire Insurance Company obtained a judgement against the said Richard T Hitt, on the docket of the said Isaac Moore J.P. for fifteen dollars and seventy two cents debt and costs, taxed at one dollar and fifty cents. And the said Richard T Hitt intends to appeal therefrom to the Court of Common Pleas of Lake County - Now therefore I. A. J. Covill of Willoughby Township do hereby, pursuant to the statute in such case made and provided, promise and undertake that the said appellant if judgement be adjudged against him on the appeal, will satisfy such judgement and costs not exceeding fifty dollars, and I do also undertake in said last mentioned sum, that the said appellant will prosecute his appeal to effect without unnecessary delay

Signed - A J Covill

Executed and acknowledged before me, and duly approved

this 15<sup>th</sup> day of April AD 1856.

Isaac Moore Justice Peace

The State of Ohio Lake County Mentor Township SS

I hereby certify that the within is a true copy from my civil docket of the proceedings had by and before me in the within cause In testimony whereof I have hereunto set my hand this 15<sup>th</sup> day April AD 1856

Isaac Moore Justice  
Justice of the Peace of the township and County aforesaid



No 22.  
Alfred Davis  
vs  
Richard T. Witt  
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Manuscript

Filed May 26<sup>th</sup> 1836

Alfred Davis  
vs  
Richard T. Witt